BANKRUPTCY—LIQUOR LICENSE—RIGHT TO RENEWAL PASSING TO TRUSTEE.—A bankrupt owned at the date of his adjudication a liquor license expiring May 31, 1913. The receiver on March 31, 1913, sold the license ending May 31, 1913, and also the license for the term beginning June 1, 1913. At the time of the adjudication in bankruptcy, no application for a renewal of the term ending May 31, 1913, had been made by the bankrupt. The question in the case was, therefore whether the bankrupt's right to a renewal should pass as a part of his estate. *Held,* it did not, and that the bankrupt could not, therefore, be required to join with a purchaser of the balance of the current license in an application to the state authorities for a renewal thereof to such purchaser. *In re Doyle et al.,* (1913), 205 Fed. 543.

A liquor license, being in its nature a trust personal to the licensee and not transferable except with the approval of the licensing authorities, is not an asset which can be subjected to the claims of his general creditors. *Quinnipiac Brewing Co. et al.* v. *Charles Hackbarth et al,* 74 Conn. 392; *Wharton* v. *King,* 69 Ala. 365. But in many states, this is provided for by statute, and in such states the holder transfers his rights to the license under the assignment. *In re License of Jonathan A. Umholtz,* 191 Pa. St. 177. Then it follows that in states where the transfer of such license is allowed, the license is available as assets in bankruptcy. *Fisher* v. *Cushman,* 103 Fed. 860. And the right to sell the license passes to the trustee. *In re Becker,* 98 Fed. 407. Thus far, the courts seem agreed, and cases which at first blush seem contra will be found to be based upon the liquor laws of their own jurisdiction. The real question comes as to whether the mere intangible right of renewal is such as will pass as property to the trustee. Where the bankrupt has applied for a renewal of his license prior to the adjudication in bankruptcy, it is held the rights of the bankrupt under such application pass to the trustee in bankruptcy. *Wiesel* v. *Knaup,* 173 Fed. 718, 23 A. B. R. 59. The court in the principal case expressly distinguished cases like these, and seems to be supported by previous decisions in Pennsylvania. Accordingly, it has been held that the license was to operate *in futuro,* and the bankrupt had no property until it was granted. *Whitlock's License,* 39 Pa. Super. Ct. 34. As is seen from other decisions, however, it is the intangible right that makes the license property, and the right of renewal is part of the intangible right which forms the current license. This right passes to the trustee and may be disposed of by the latter. *In re Brodbine,* 93 Fed. 643; *Wiesel* v. *Knaup,* supra.

BANKRUPTCY—PARTNERSHIP—PROPERTY OF PARTNER.—A firm, of which Francis was a partner, was adjudicated bankrupt, and an order was entered subjecting the individual estate of Francis to administration in bankruptcy, although Francis had not been adjudicated bankrupt. Francis resisted this order on the ground that a partnership is an entity separate and distinct from the partners composing it, by virtue of § 5 Bankruptcy Act 1898, and that such Act does not provide for the administration in bankruptcy of the estate of a person not adjudicated bankrupt. *Held,* the individual liability of partners for debts of the firm is primary and direct, and an individual partner,